

**CDB Aviation Lease Finance DAC**

1GQ
George's Quay
Dublin 2
D02 Y098
Ireland

June 29, 2020

Frontier Airlines, Inc.
4545 Airport Way
Denver, CO 80239
Attn: Mr. Robert Fanning

PRIVATE AND CONFIDENTIAL

Dear Mr. Fanning,

CDB Aviation Lease Finance DAC ("**CDB Aviation**") is pleased to submit this letter of intent (this "**LOI**") to you in respect of the purchase and operating lease of the Aircraft listed below (the "**Transaction**"). The key terms are as follows:

Aircraft: The following new Airbus A320-251N aircraft each equipped with 2 CFM International, Inc. LEAP-1A26 engines (the "**Engines**") and with an MTOW of 77 tons (the "**Aircraft**").

Delivery Dates: The Aircraft and associated target delivery quarters each a "**Scheduled Delivery Month**") are as follows:

MSN	Scheduled Delivery Month
9549	July 2020
10031	July 2020
10089	July 2020

The scheduled delivery date will be a date notified by Lessee to Lessor, in accordance with Lessee's purchase agreement with Manufacturer (the "**Lessee PA**") (the "**Scheduled Delivery Date**"). The actual delivery date will be the date Manufacturer sells the Aircraft to Lessor and Lessor in turn tenders the Aircraft for delivery to Lessee (the "**Delivery Date**"). The Delivery Date shall be no later than 12 months after the end of the Scheduled Delivery Month.

Lessor / Purchaser: For each Aircraft, the transaction structure shall include a U.S. citizen trustee under an owner trust which is set up by, and whose beneficial interest is owned by, an Irish tax resident entity nominated by CDB Aviation (each, an "**Owner Participant**"). Each trust shall satisfy applicable U.S. citizenship requirements to enable FAA registration. Both the Owner Participant and its parent CDB Aviation will unconditionally guarantee all the obligations of Lessor under the transaction documents.

Lessee / Seller: Frontier Airlines, Inc., a Colorado corporation

Sale and Lease-back Agreement Lessee and Purchaser shall enter into a sale and lease-back agreement with respect to the purchase and lease of the Aircraft (the "**SLBA**").

Purchaser's obligation to purchase each Aircraft is conditional upon concurrent acceptance by Lessee of the Aircraft under the Lease Agreement and receipt by Purchaser of full legal and beneficial title to the Aircraft with full title guarantee, free and clear of all liens.

Purchase Agreement Assignment On the relevant Delivery Date, Purchaser will enter into a purchase agreement assignment with Lessee in respect of each Aircraft (with Manufacturer's consent), pursuant to which Lessee will absolutely assign its rights to purchase, accept delivery of and take title to the Aircraft under the Lessee PA, in addition to customary airframe and engine warranties.

**Security:**

Lessee shall pay to Lessor in cash an amount equal to 3 months' Basic Rent per Aircraft (the "**Security**").

The Security shall be paid according to the following payment schedule:

Due Date	Amount (per Aircraft)
No later than 3 business days after execution of this LOI	1 month's Base Rent
No later than 3 business days after the execution of the Lease	1 month's Base Rent
No later than 3 business days prior to the Delivery Date	An amount equal to 3 months' Basic Rent less amounts paid previously paid to Lessor

These Security amount reductions are subject to: a) Lessee meeting certain financial covenants (to be agreed at final documentation); b) no event of default has occurred; and c) no deferrals have been requested or granted.

Once paid, the Security will be Lessor's sole property and will be non-refundable; however, Lessor shall pay Lessee an amount equal to the Security received by Lessor if:

- (a) either Lessor or Lessee notifies the other party within 14 days of the date of this LOI that it has failed to secure the requisite approvals authorizing the Transaction;
- (b) Lessee and Lessor, each acting reasonably and in good faith, fail to agree a form of Lease Agreement within 30 days of the date of this LOI (other than with respect to terms agreed in this LOI) in respect of the Aircraft (not including if Lessee refuses to execute the SPA or Lease Agreement once terms have been agreed);
- (a) the Aircraft suffers a total loss prior to delivery to Lessee; or
- (b) such other events to be agreed in the Lease Agreement occur, including Lessee having performed all its obligations under the Lease Agreement and the Aircraft having been redelivered to Lessor in compliance with the redelivery conditions set out in the Lease Agreement.

Purchase Price

[REDACTED] in Delivery Date US\$ in respect of each Aircraft. Lessor shall pay the Purchase Price directly to Manufacturer.

Lease Term:

144 months from the Delivery Date.

Basic Rent:

In respect of each Aircraft, the fixed basic rent payable by Lessee to Lessor per calendar month in advance, during the Lease Term will be calculated as follows:

[REDACTED]
where:

[REDACTED]



All funds due from Lessee shall be paid in immediately available US Dollars to a bank account advised by Lessor, free and clear of all taxes and deductions

End of Lease Adjustment: Lessee shall pay an End of Lease Adjustment in accordance with Schedule 4.

Inspection: During the manufacturing process (including during the acceptance flight) prior to the Delivery Date, Lessor may have its representatives present to inspect the Aircraft at Manufacturer's delivery facility to ensure its conformity with the requirements of the Lease Agreement. Lessee will cooperate with Lessor and Manufacturer to facilitate Lessor's inspection rights.

Delivery Location: At Manufacturer's delivery facility in Mobile, Alabama.

Aircraft Specification: As set out in Schedule 1.

Lease Agreement: The operating lease agreement will be a non-cancellable, dry "net" lease (the "**Lease Agreement**"). Lessee's obligation to pay all Basic Rent and End of Lease Adjustment and to perform its other obligations under the Lease Agreement shall be absolute and unconditional. Except as expressly set forth in this LOI, Lessee will be responsible for all expenses, including, without limitation, maintenance, modifications, insurance and taxes relating to the lease, possession, operation and use of the Aircraft, as well as the costs associated with the sale, delivery, import and export of the Aircraft, if any. Notwithstanding the foregoing, Lessor will be responsible for the costs of its own representatives during the inspection and delivery of the Aircraft.

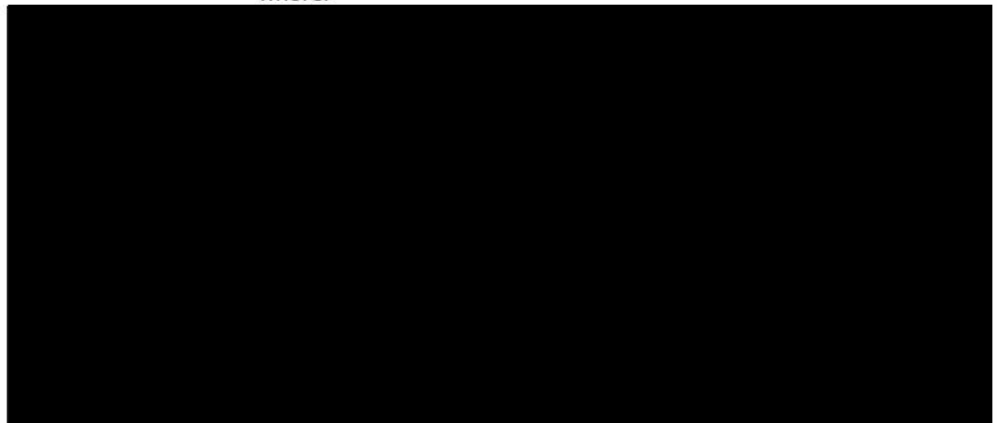
The Lease Agreement and the SLBA will be prepared by Lessee's counsel and will include standard and customary provisions including, without limitation, operational and tax indemnities, cross default, cross collateralization and termination events.

Registration: The Aircraft will be initially registered with the civil aviation authority in the United States of America (the "**Aviation Authority**") during the Lease Term at the sole cost and expense of Lessee.

AD Cost Sharing: If Lessee complies on a terminating action basis (or to the highest level of compliance if no terminating action is available) with an FAA or EASA Airworthiness Directive applicable to the Aircraft, and the cost of performing such Airworthiness Directive on the Aircraft exceeds the Airworthiness Directive Threshold, promptly following receipt of an invoice and supporting documentation reasonably acceptable to Lessor supporting the cost of performing such Airworthiness Directive on the Aircraft, Lessor will pay to Lessee an amount calculated in accordance with the following formula:



where:



**Insurances:**

Permitted deductible will not be more than [REDACTED]

Liability coverage will not be less than [REDACTED]

Maintenance:

Except as expressly provided in this LOI, Lessee shall be responsible, at its own expense, for all maintenance, inspections, repairs and modifications required for the Aircraft in accordance with FAA as set out in Schedule 2.

Redelivery Conditions:

Lessee must return the Aircraft (including Engines and parts) and the Aircraft Documents to Lessor at the expiry or earlier termination of the leasing of the Aircraft under the Lease Agreement in conformity with the conditions set out in Schedule 3. The Lease Agreement will include the complete redelivery procedures and conditions.

Redelivery Location:

At an airport or an FAA-approved MRO facility in North America or Central America where the redelivery check will be performed, or such other location as agreed between Lessor and Lessee.

Assignability:

Lessor shall be entitled to assign, novate or transfer all of its rights and obligations under the Lease Agreement during the Lease Term to a permitted transferee without Lessee's consent. Lessee will reasonably cooperate with any such transfer by Lessor, and Lessor shall reimburse Lessee for any reasonable out of pocket costs incurred by Lessee.

Taxes:

All taxes and duties resulting from or arising in connection with the sale and purchase of the Aircraft will be borne by Lessee and Lessee will indemnify and hold harmless Purchaser and related purchaser parties from and against such taxes and duties. For the avoidance of doubt, the tax indemnity section in the Lease Agreement will be subject to customary exclusions to be mutually agreed between Lessor and Lessee.

Transaction Expenses:

Lessor and Lessee will be responsible for their own costs and expenses associated with the negotiation and closing of the Transaction regardless of whether the Transaction is closed. The fees of FAA counsel (DFPHJ) shall be split 50/50. Lessor shall be responsible for all owner trust establishment, owner trust maintenance and financing-related expenses.

Confidentiality:

The contents of this LOI are strictly confidential and its existence, terms and conditions shall not be revealed to any person other than the parents, shareholders, directors, officers, employees and professional advisors of Lessee and CDB Aviation who are directly involved with analysing, negotiating and approving the Transaction or as required in connection with any legal proceedings, government investigation, administrative or regulatory requirements or the requirements of any recognized stock exchange. Lessee and CDB Aviation agree to keep permanently confidential all information in this LOI.

Governing Law:

This LOI, the SLBA and the Lease Agreement shall be governed and construed in accordance with the laws of the State of New York.

Cape Town Convention:

Lessee shall, at its own expense, (i) be registered with the International Registry, and (ii) cooperate with the registrations of any interests and taking of any actions pursuant to the Cape Town Convention as applicable for the relevant jurisdiction, and Lessee shall have no obligation to provide an IDERA or DPOA as long as the Aircraft remains registered with the Aviation Authority.

Conditions:

This LOI is not a commitment, express or implied, on the part of Lessee or CDB Aviation or any of its affiliates in the Transaction, and is subject in all respects to, amongst others (i) Aircraft availability; (ii) CDB Aviation and Lessee each receiving all necessary internal, corporate and financing approvals no later than 14 days from the date of this LOI; (iii) legal documentation mutually satisfactory to CDB Aviation and Lessee to effect the Transaction being duly executed no later than 30 days from the date of this LOI; and (iv) CDB Aviation's and Lessee's satisfactory completion of all compliance checks and due diligence (which will require further information to be supplied by Lessee and CDB Aviation).



Non- Binding:

Neither party hereto will legally assume any binding obligation by virtue of its execution of this LOI unless the SPA and Lease Agreement are executed, except for its obligations set forth in the clauses "Security", "Transaction Expenses", "Confidentiality", and "Governing Law".



Validity:

This LOI is valid for acceptance until 5:30 PM in Miami on June 30th, 2020.

Yours sincerely,

CDB Aviation Lease Finance DAC

By: _____

Name: _____

Title: _____

Agreed and accepted this 29 day of June, 2020.

Frontier Airlines, Inc.

By: Howard Diamond

Name: HOWARD DIAMOND

Title: GENERAL COUNSEL



Validity: This LOI is valid for acceptance until 5:30 PM in Miami on June 30th, 2020.

Yours sincerely,

CDB Aviation Lease Finance DAC

By: _____

Name: _____

Title: _____

Agreed and accepted this _____ day of _____, 2020.

Frontier Airlines, Inc.

By: _____

Name: _____

Title: _____



Schedule 1
Aircraft Specification



Appendix 1- Part 6
SCN List, BFE List and LOPA

List of RFC/SCN
11/06/2019

SEARCH CRITERIA						
Family : A318/A319/A320/A321			MSN : 09065			
SEARCH RESULT						
RFC	RFC title	Status	Last SCN issue	ATA	Catalog item (EPAC/TDU)	Fleet

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11/06/2019

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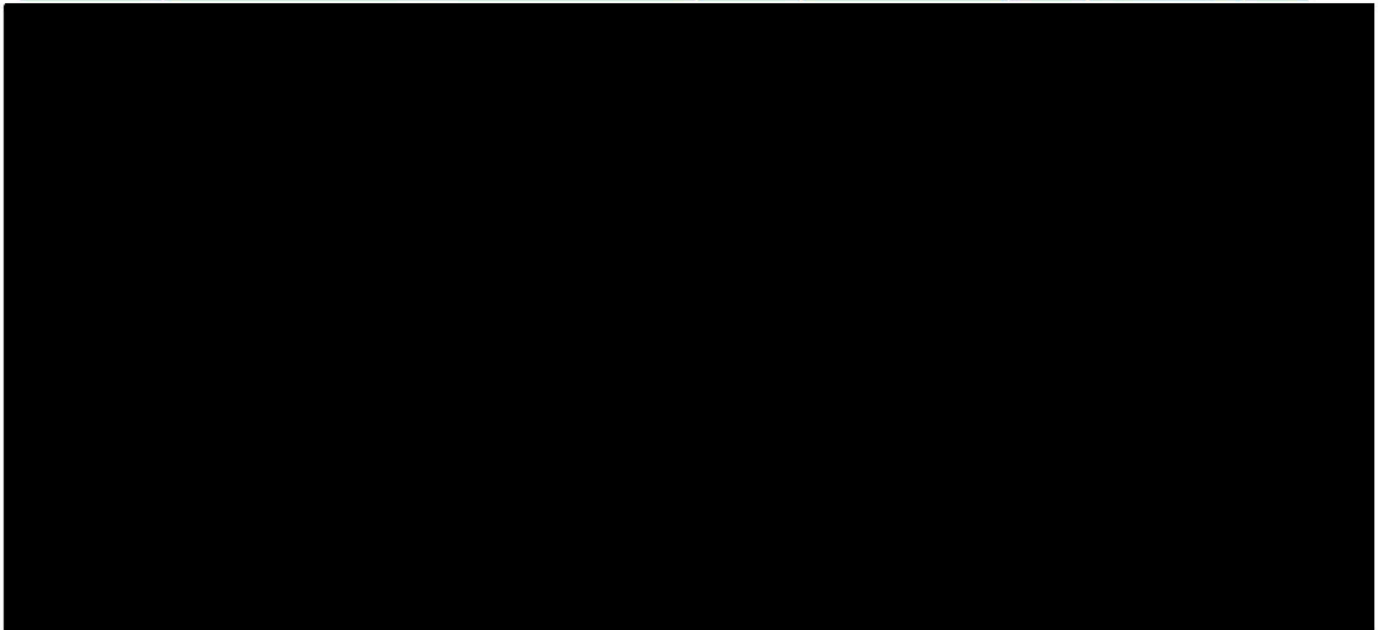
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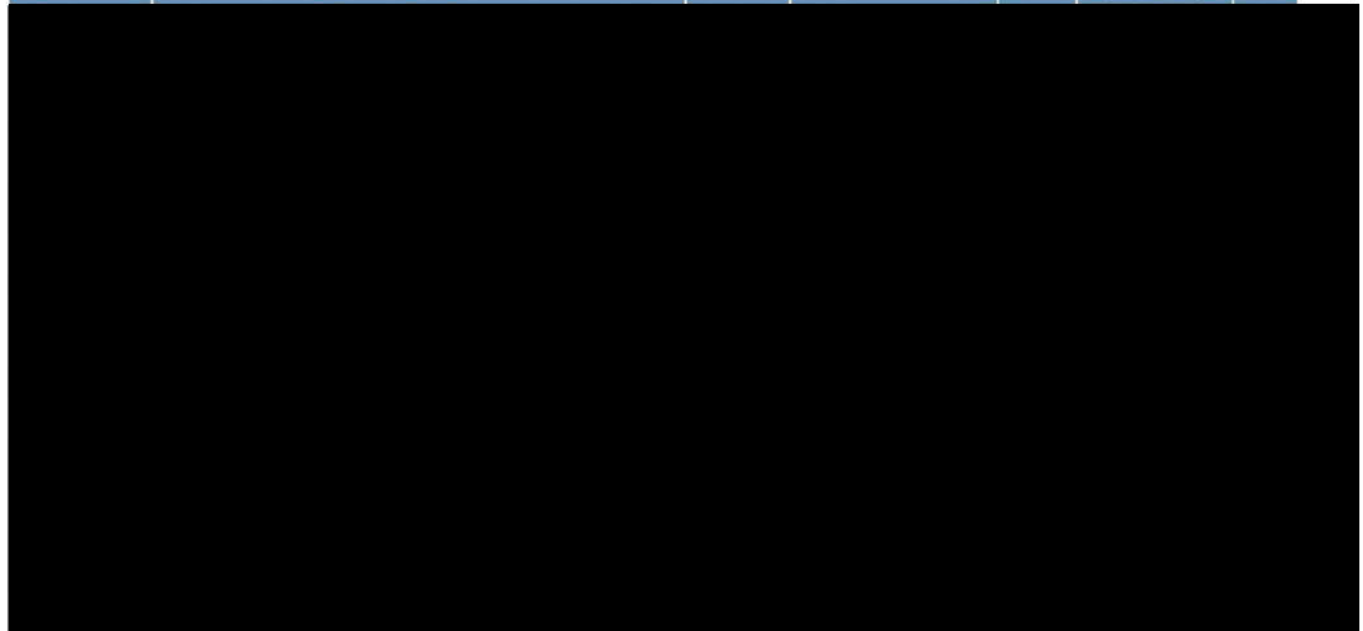
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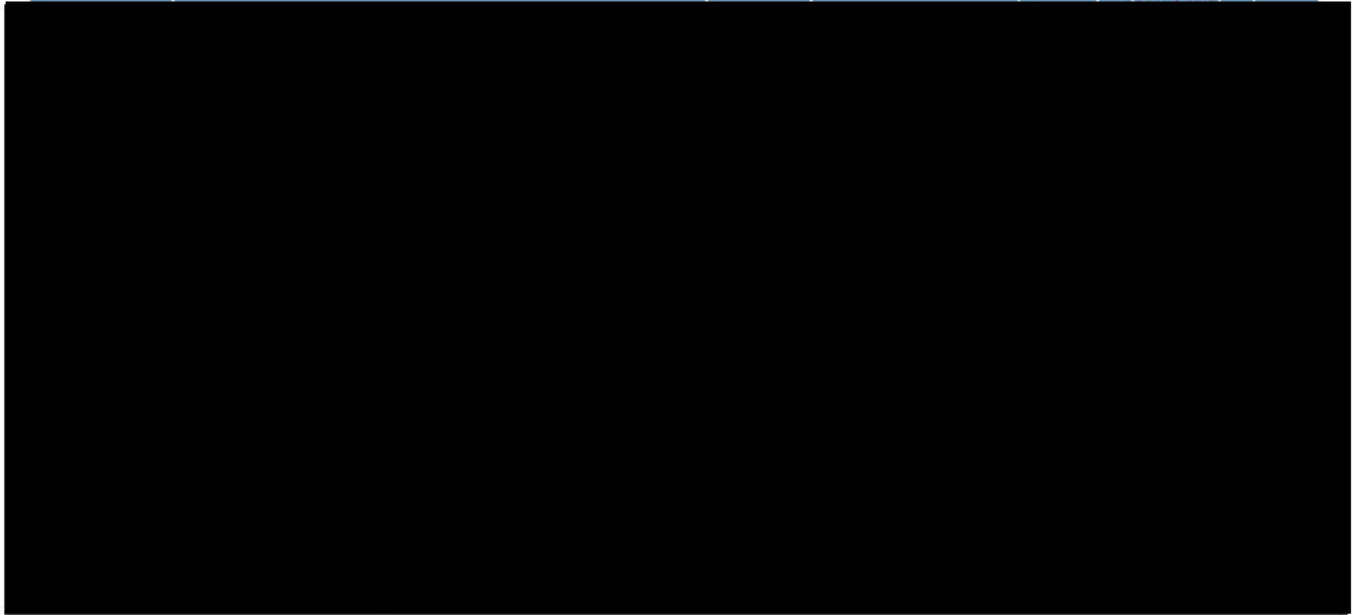
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BFE List

- A. Airbus pre-delivery installed BFE (see attached list).
- B. Post Delivery Installed BFE (to be installed in Tampa, Florida):



Proprietary and Confidential Information

Airbus Pre-delivery Installed BFE ListBFE Details - Equipment Definition
11/06/2019**SEARCH CRITERIA**

Family : A318/A319/A320/A321 Type : A320 MSN : 09065
 Owner : FFT Operator : FFT
 List reference : 665959 Revision date : 25 Mar 19 Type : BFE

SEARCH RESULT

Sl.	ATA	Description	Vendor	Part Number	Dest	Req'd Qty	CODD
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BFE Details - Equipment Definition
11/06/2019**SEARCH CRITERIA**

Family : A318/A319/A320/A321 Type : A320 MSN : 09065
 Owner : FFT Operator : FFT
 List reference : 665959 Revision date : 25 Mar 19 Type : BFE

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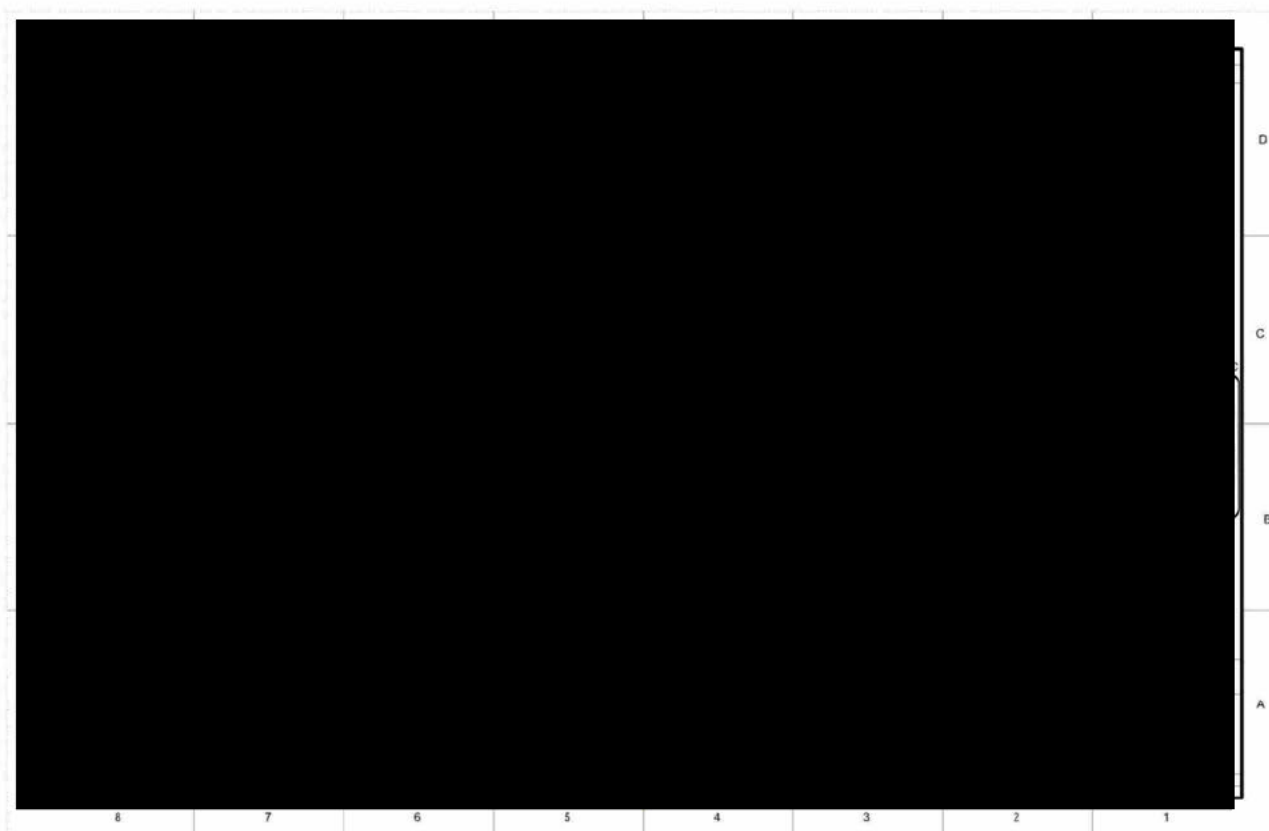
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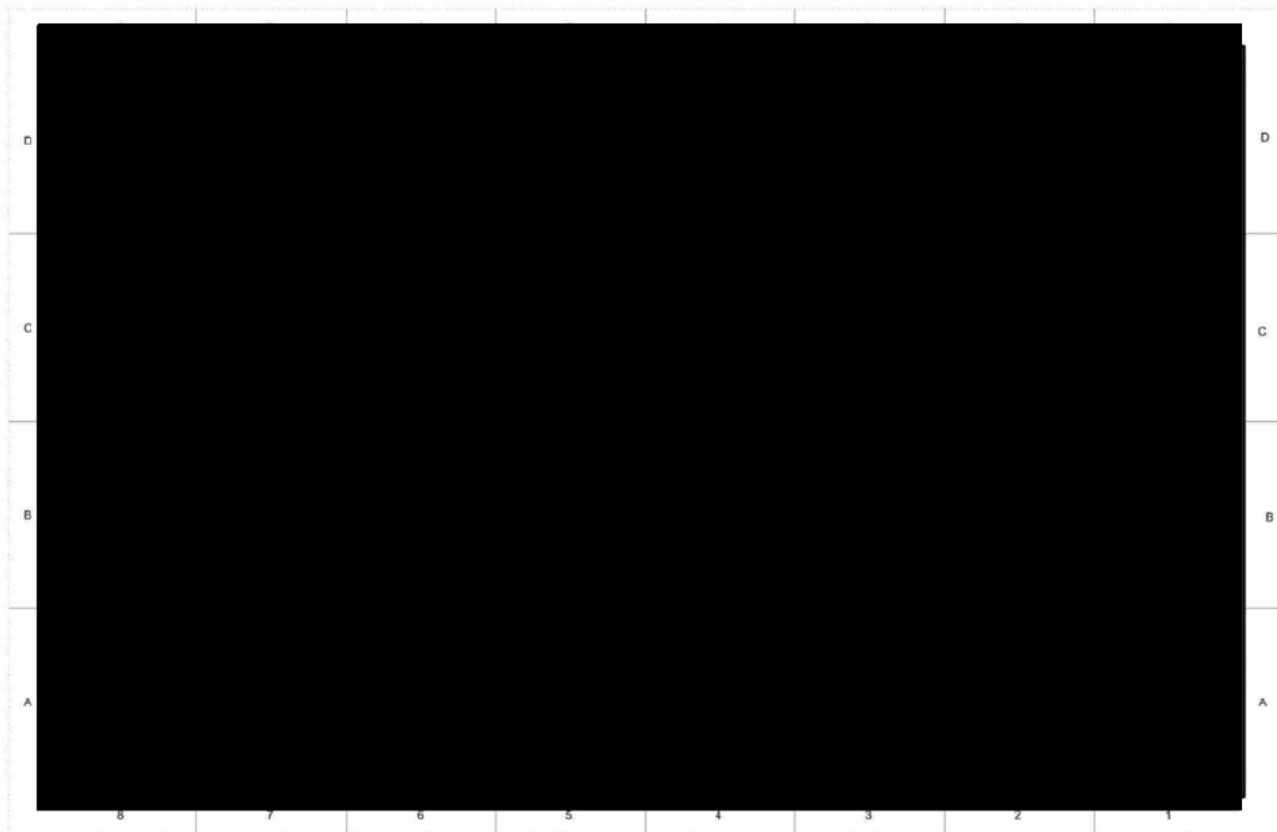
LOPA



Proprietary and Confidential Information



Proprietary and Confidential Information



Proprietary and Confidential Information



Schedule 2

Technical Terms

Maintenance:	Except as otherwise provided in this LOI, Lessee shall be responsible, at its own expense, for all maintenance, inspections, repairs and modifications required for the Aircraft in accordance with the Aviation Authority and Lessee's FAA approved maintenance program which is based upon the latest revision of the Manufacturer's Maintenance Planning Document (on a 100% basis with no sampling), including compliance with all airworthiness and mandatory orders requiring compliance during the Lease Term.
Approved Maintenance Performer:	An FAA Part 145 approved maintenance organization with the appropriate approvals and capabilities for the intended scope of maintenance, including Lessee where Lessee has approval from the FAA for such maintenance. .
Aircraft Documents:	Lessee shall maintain all technical records and aircraft documents in accordance with the requirements of the Aviation Authority, Lessee's maintenance program and all applicable regulations, including FAA Part 121. Lessee shall retain either electronic or hard copy records (as determined by Lessee) of all structural checks and major and minor airframe maintenance events and records of all Engine and APU and Landing Gear shop visits during the Lease Term as required by Lessee's maintenance program and as listed in Schedule 5. All technical records and aircraft documents shall be maintained and returned in English.
"Engine Performance Restoration Shop Visit":	means, with respect to each Engine, the performance of an off-wing engine shop visit that: <ul style="list-style-type: none"> a) accomplishes an engine performance restoration shop visit or higher level of workscope on the Engine, as a minimum including a Module Performance Restoration of the HPC Module and HPT Module, in accordance with the latest revisions of Engine Manufacturer's LEAP-1A Maintenance Guide and includes the accomplishment of all airworthiness directives, and mandatory service bulletins then due; and b) if any Engine LLPs are being replaced during the Lease Term they shall be replaced with new Engine LLPs. Upon release from shop the Engine LLPs will have life remaining of at least the Minimum Engine LLP Build Standard.
"Minimum Engine LLP Build Standard":	means 7,000 Cycles.
"Maintenance Events":	means 6Y Check, 12Y Check, Engine Performance Restoration Shop Visit, APU Performance Restoration, Engine LLP Replacement Event and Landing Gear Overhaul. Those events not defined in this LOI will be defined in the Lease Agreement.
Redelivery Borescope Inspection:	Lessee shall arrange a complete borescope inspection by a third party acceptable to Lessor of each Engine and APU per the Aircraft Maintenance Manual (the "AMM"). All discrepancies discovered during such inspection that exceed or are outside AMM allowable limits shall be corrected by Lessee at its own cost.



Schedule 3

Redelivery Condition

The following will be further detailed in the Lease Agreement

Redelivery Date	The date on which the Aircraft is physically returned by Lessee to Lessor in accordance with the terms and conditions of the Lease Agreement.
Airworthiness Records and Operating Standards	FAA.
Aircraft General Condition	The Aircraft shall be in good operating condition, serviceable, fit for flight with all systems operational and functioning in accordance with their intended use, within applicable AMM limits, without waiver, deviation or exception.
Aircraft Compliance	The Aircraft shall have all systems and parts functioning in accordance with their intended use and in compliance with operations under FAR Part 121 equipment standards.
Airframe Clearance	The then current C-Check interval as per the latest revision of the Manufacturer's Maintenance Planning Document (on a 100% basis with no sampling permitted), including any heavy maintenance visit or structural tasks that may be due, but in any event no less than 24 months, 7,500 Flight Hours and 5,000 Cycles of operation. Any tasks required to bridge to the latest revision of the Manufacturer's Maintenance Planning Document shall be accomplished by Lessee.
Livery Painting & Branding	The Aircraft, including its fuselage, empennage, wings, nacelles and pylons shall be stripped (or sanded if requested by Lessor and agreed to by Lessee) and freshly painted in such external livery as advised by Lessor (provided Lessor shall deliver the drawings of any such livery to Lessee within 3 months of the expiration of the Lease Term or the Aircraft will be returned painted white). The Aircraft will be freshly weighed after painting. All Lessee specific branding from the cabin shall be removed.
Airworthiness Directives	In compliance with mandatory FAA airworthiness directives and mandatory service bulletins requiring compliance prior to the Redelivery Date and for 6 months after the Redelivery Date. If any waivers, alternate means of compliance, dispensations, extensions or carry-overs with respect to airworthiness directives or mandatory regulatory requirements are granted by the FAA, the Aviation Authority or are permitted by Lessee's maintenance program, Lessee will nonetheless perform such airworthiness directives or mandatory regulatory requirements as if such waivers, alternative means of compliance, dispensations, extensions or carry-overs did not exist.
Minimum APU Limit	Not more than 3,000 APU hours since APU Performance Restoration.
Minimum APU Cycles Remaining	4,000 APU Cycles.
Minimum Hard Time Component Life & Utilisation	Each hard time component shall have a minimum of 6,000 Flight Hours, 4,000 Cycles and 18 months remaining (or 90% of hard time life remaining if this interval is less).
Hard Time Component Documentation	Each Hard Time component shall be supported by appropriate certification documentation, which will be in the form of either an EASA Form 1 or FAA Form 8130-3, and the forms shall include information pertaining to the time since overhaul (TSO) and Cycle's since overhaul (CSO).
Life Limited Part Documentation	<p>Each life limited part shall be supported by appropriate certification documentation which will be in the form of either an EASA Form 1 or FAA Form 8130-3, and the forms shall include information pertaining to the time since new (TSN), Cycles since new (CSN), time since overhaul (TSO), and Cycles since overhaul (CSO).</p> <p>Each life limited part will have not less than 3,500 Cycles remaining to the next scheduled removal in accordance with Lessee's maintenance program and the then most current revision of the Manufacturer's Maintenance Planning Document.</p>



"On-condition" and "Conditioned Monitored" components	Each "on-condition" and "conditioned monitored" component shall be serviceable and shall be supported by appropriate certification documentation in the form of either an EASA Form 1 or FAA Form 8130-3 at the point of last installation on the Aircraft if replaced since the Aircraft was delivered new. The "conditioned monitored" components shall be supported by an appropriate reliability program and data (including "component installed list") in accordance with Lessee's maintenance program.
Component Age	Each separate component group shall not exceed 110% of the utilisation and life of the Airframe in terms of calendar months, Flight Hours and Cycles.
Minimum Engine LLPs and Life Remaining to the next Engine Performance Restoration Shop Visit	6,000 Flight Hours and 4,000 Cycles remaining to the next Engine Performance Restoration Shop Visit and each Engine LLP will be supported by certification documentation necessary to demonstrate full "Back to Birth Traceability".
General Engine Condition	The Engines should have no "on watch" items ("OWI"), other than where such OWI is caused by an issue for which the Engine Manufacturer has not yet created a permanent solution, and in such case only Lessor will accept the Engine(s) with such OWI on the basis of the current Engine Manufacturer solution available for such OWI together with, if applicable, an assignment of any subsequent OEM solution(s) made available to Lessee for such OWI, any such solution(s) to be designed in conjunction with the Engine Manufacturer and acceptable to the Aviation Authority;
Engine Trend Monitoring	If engine trend or condition monitoring data indicates a rate of acceleration in performance deterioration over at least the previous 6 months prior to the scheduled Redelivery Date, which is higher than normal based on the maintenance experience of Engine Manufacturer in the operation of the same model of engine under similar conditions, Lessee will, at its cost, prior to the Expiry Date consult with Engine Manufacturer and follow the corresponding recommendations of Engine Manufacturer to rectify such condition.
Minimum Landing Gear Life Remaining to Landing Gear Overhaul	4,000 Cycles and 24 months.
Acceptance Flight	Lessor shall have the right to have Lessee accomplish, at Lessee's expense, an acceptance flight using Airframe Manufacturer's acceptance flight procedures for a used aircraft or another procedure accepted by Lessor and Lessee. and the acceptance flight shall be of no more than 2 hours duration to allow completion of such procedures, prior to Redelivery and with all discrepancies that exceed or are outside AMM allowable limits to be corrected by Lessee, at Lessee's expense.
Maximum purchased MTOW / MLW / MZFW	77,000kgs / 67,400kgs / 64,300kgs
Engine Thrust (for each Engine)	26,600lbf.
Inspection Requirements	No special or unique Manufacturer, Engine Manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and/or any parts; provided, however, that if the highest inspection possible requires a repetitive inspection, then in such case such repetitive inspection shall be accomplished.
Reduced Interval	There shall be no open, deferred, continued, reduced interval inspection or placarded or carry-over maintenance items on the Aircraft and no temporary or time-limited structural repairs and the Aircraft shall be clear of any and all system defects. Class B repairs shall be considered permanent repairs.
Dents	The Aircraft shall be free of any dents and abrasions or other damage which exceed the limits of the latest revision of the structural repair manual.
Leaks	There shall be no leaks outside of AMM limits.



Structural Repairs	All structural repairs shall be permanent repairs in accordance with Manufacturer's structural repair manual or Manufacturer's approval in the form of Repair Design Approval Sheet (RDAS) and will have been accomplished to a permanent standard (to the extent available)), in accordance with Manufacturer's published manuals, or Manufacturer's FAA approved instruction for the Aircraft, as applicable. All repairs shall be supported by documentation evidencing compliance with such requirements.
Non-Structural Repairs	All Aircraft non-structural repairs shall be accomplished in accordance with the Manufacturer's service bulletins or Manufacturer's written approval (with a statement of conformity to type certificate data). All Aircraft modifications and alterations shall be accomplished in accordance with FAA supplemental type certificates or FAA approval.
Interior/ Fire Regulations	Soft furnishings, including galley floor coverings, carpets, curtains and seat covers and seat cushions, will be installed, in good condition, clean and serviceable and meet FAR 25.853/ 25.855 fire resistance regulations

Schedule 4**End of Lease Adjustment**

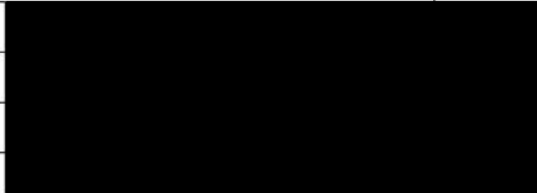
On or prior to the Redelivery Date, Lessee shall pay the End of Lease Adjustment ("End of Lease Adjustment") as set out below.

All adjustments referenced below will be made starting on January 1, 2021 and on each anniversary of the Annual Adjustment Date thereafter during the Lease Term.

1. All Maintenance Events other than Engine Performance Restoration Rent and Engine LLP Replacement Events

In respect of each Maintenance Event, Lessee will pay to Lessor an amount equal to the number of months (or fraction thereof), Flight Hours or Cycles, as appropriate, operated by that item of equipment between the completion of the last such Maintenance Event before the Redelivery Date, or, if no such Maintenance Event, since new to the Redelivery Date, multiplied by the relevant Maintenance Rent rate for that item of equipment.

The following rates shall apply to this Schedule:

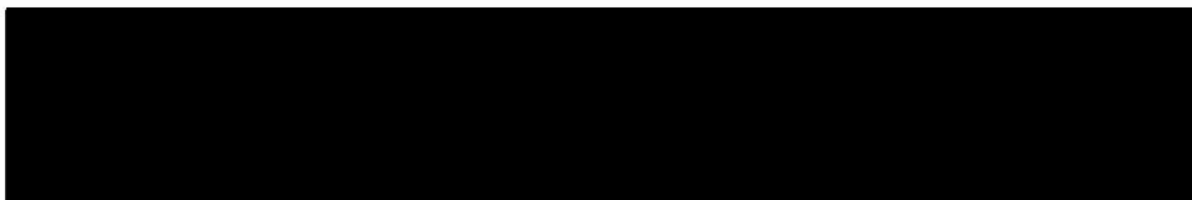
Type of Maintenance Rent	Rate Reference in 2020 US\$	Annual Escalation
Airframe 6Y Check Rent		
Airframe 12Y Check Rent		
Landing Gear Overhaul Rent		
APU Performance Restoration Rent		

2. Engine LLP Replacements

Lessee will pay to Lessor in respect of each Engine LLP installed in each Engine in respect of the Cycles used since Delivery (if not replaced during the Lease Term) or since new (if replaced during the Lease Term) of such Engine LLP on the Engine calculated pursuant to the following formula:



where:



The compensation for each Engine shall be the aggregate of the compensations for all Engine LLPs installed in such Engine.

Each individual Engine LLP is subject to annual escalation based on the manufacturer's then-current catalogue list price.

3. Quote Process to determine Engine Performance Restoration Rent Rate

Lessor and Lessee shall determine the cost of the Engine Performance Restoration of all Modules at the time of Redelivery based the average cost to perform such work, which shall be calculated using the cost of (i) three (3) of Lessee's past Engine Performance Restoration shop visits during the twelve (12) months prior to the Expiry Date, and (ii) three (3) Engine Performance Restoration shop visits performed by another MRO mutually



agreed by Lessor and Lessee for engines which have a similar operating profile (including de-rate) to the Engine in similar environments.

The Engine Performance Restoration Rent Rate shall be derived from the average of the cost of the Engine Performance Restoration as obtained in the preceding paragraph. At the time of Redelivery Lessor and Lessee will agree, each acting reasonably, on the exact mechanism for deriving the interval between Engine Performance Restoration Shop Visits used to calculate the cost per Flight Hour for the Lease Agreement. The interval shall be agreed using then current industry data including Manufacturer's recommendations.

The module percentage split used to calculate the Engine Performance Restoration Rent Rate shall be as follows:

Fan Booster/LPC Module: [REDACTED]

Core Module: [REDACTED] HPC, Combustion Chamber and HPT)

LPT Module: [REDACTED] (LPT and LPTN1) The Module rates shall be adjusted per engine manufacturer guidelines if the Module utilization since the date on which the quote was obtained results in a different (i) FH/C ratio, (ii) engine derate, (iii) engine rating, or (iv) operating environment.

The total compensation payable for each Engine will be the sum of the payment amounts for each of the Modules of such Engine.



Schedule 5

Aircraft Documents List

At Redelivery, Lessee shall return the Aircraft Documents to Lessor in accordance with Lessee's maintenance program including, as a minimum, the following:

- a. Aircraft Log Books.
- b. Engine Log Books (if available).
- c. APU Log Book.
- d. Entire Manufacturer's Delivery Documentation including but not limited to the Certificate of Export from country of manufacture (Original) and the Aircraft Inspection Report (AIR).
- e. Last Weighing Report including Aircraft Inventory and Balance Sheet.
- f. Copy of the Certificate of Airworthiness from the operator/Lessee.
- g. Confirmation of de-registration (if performed by Lessee).
- h. Copy of de-registration Certificate (if performed by Lessee).
- i. Complete list of Embodied Manufacturer and Vendor Service Bulletins for Airframe, Engines, APU and all components with copies of DFPs (which, for clarity, may be originally created in electronic format).
- j. Complete List and Set of Airline Modifications Embodied (Engineering Orders) for Airframe, Engines, APU and all components with copies of DFPs.
- k. Attestation of Flight Hours / Landings since Manufacture and Maintenance History for the Airframe, the Engines and the APU.
- l. AD Compliance List for Airframe, Engines and APU and the complete DFPs for each Airworthiness Directive that was accomplished.
- m. Listing and Status of Hard-Time Components for Airframe, Engines, APU and all components, and the serviceability tags and EASA Form One or FAA Form 8130-3 (including TSO & CSO, if applicable), and paperwork showing the installation certification.
- n. List of Equipment Installed and serviceability tags and any of A) a certificate of conformity, B) Lessee serviceability tag, C) EASA Form One or D) FAA Form 8130-3, if available, and paperwork showing the installation certification.
- o. Records of Structural Repairs, Temporary Repairs and Allowable damages (including associated drawings, Manufacturer approvals, engineering orders, job cards, if available).
- p. Records of any Special Event.
- q. List of Deferred Items or Discrepancies (if any).
- r. List of Service Life Limited Components for the Airframe (excluding Landing Gears), the Engines, the APU (if applicable) and the Landing Gears, and the records showing Back-to Birth Traceability for each LLP.
- s. Certified listing of all previous maintenance checks (e.g. all letter checks) including date, time and cycles at accomplishment and the complete set of Accomplished Maintenance Checks.



- t. Current Time Control Index of the Approved Maintenance Program showing the task, maintenance and interval sections of the Approved Maintenance Program approved by the Aviation Authority.
- u. Approved Maintenance Program task status showing for each task the dates last performed and next due with cross-reference to MPD task numbers.
- v. List of recorded accidents/incidents either extracted from Airworthiness Authorities files or extracted from the Previous Operator/Lessee's files in which Aircraft/Engines have been involved, and if not non-incidents/accidents statements for the Airframe/Engines/APU covering the entire period since manufacture until Redelivery. The incidents/accidents statements describing all accidents and incidents relating to the Aircraft prepared in accordance with the then applicable IATA standard form.
- w. LOPA and emergency Equipment List and emergency Equipment Map with Part Numbers.
- x. Last performed Flight Data Recorder data and analysis.
- y. Last Landing Gears shop visit/overhaul records.
- z. Copies of current Certificate of Aircraft Registration and Noise Certificate.
- aa. List of flights since new with date, Flight Hours and Flight Cycles.
- bb. Copies of all Aircraft technical logbook entries since new.
- cc. Fire Blocking Status for all interior passenger and cabin crew seats, interior fabrics/materials, including Burn test documentation and certification as received from the Manufacturer or any other applicable manufacturer if such items have been replaced since new (FAA requirements).
- dd. Dent & Buckle Chart.
- ee. List of Supplemental Type Certificates (STCs) and any major and minor modification, on Airframe, Engines, APU and all components with copies of DFPs.
- ff. Flight Test Report from Lessee's acceptance flight.
- gg. Approved Storage Program and documents of the Airframe storage and the Engines storage, covering the entire period of storage, if required under the Approved Maintenance Program.
- hh. Electrical load analysis.
- ii. Avionic Equipment List.
- jj. All ETOPS documents and certificates including ETOPS type approval, ETOPS operational certification (if applicable).
- kk. Certified statement confirming compliance to the MRBR.
- ll. Certified statement confirming no loaned or leased parts are installed.
- mm. Certified statement confirming no PMA Parts are installed except as expressly permitted by this Agreement.
- nn. Certified statement confirming Fluids and Oils Usage (type or manufacturer).
- oo. All Engines and APU records for all shop visits (down to module level) including EASA Form One or FAA Form 8130-3 for all engines and APU rotatable parts as listed in Lessee's detail print and Power Plant Test Cell Run Documents.



- pp. Entire Engine Manufacturer's Delivery Documentation.
- qq. Engine Trend Monitoring Data.
- rr. Last Borescope Inspection for each installed engine, including videos.
- ss. Maximum Power Assurance Run Data Sheet prior to Delivery.
- tt. Copies of all historical records referred to in clause 9.4(b)(ii).
- uu. Certified electronic copies of all historical records on DVD (or equivalent) with index/inventory which were filed during the Term as per the Approved Maintenance Program.
- vv. Written statement from Frontier confirming that any historical records, Manuals and Technical Records returned to Lessor on DVD (or equivalent) as per item 49 are true, accurate, quality controlled, complete and maintained as per the Approved Maintenance Program.
- ww. Written evidence from FAA confirming its approval for Frontier keeping historical records and Manuals and Technical Records as provided on DVD (or equivalent) in electronic format only throughout the Term.

LIST OF TECHNICAL MANUALS*

- a. Airplane Flight Manual (AFM).
- b. Flight Crew Operations Manual (FCOM).
- c. Quick Reference Handbook (QRH).
- d. Weight & Balance Manual (WB).
- e. Minimum Equipment List (MEL) & MMEL.
- f. Aircraft Maintenance Manual (AMM).
- g. Aircraft Illustrated Parts Catalogue (AIPC).
- h. Troubleshooting Manual (TSM).
- i. Aircraft Wiring Manual (AWM).
- j. Structural Repair Manual (SRM).
- k. System Schematic Manual (SSM).
- l. Component Maintenance Manuals (CMM).
- m. Engine Maintenance Manual (EMM).



- n. Engine Illustrated Parts Catalogue (EIPC).
- o. Power Plant Build-up Manual (PPBM).
- p. Any applicable manual supplements.

*Availability to Lessor from Manufacturer or any other applicable manufacturer of electronic copies of the above manuals shall be deemed compliance with Lessee's obligation to deliver same to Lessor at Redelivery.